

AGREEMENT BETWEEN
POLICE CHIEF DAVID G. MAJENSKI
AND
THE TOWN OF ABINGTON

July 1, 2015 THROUGH June 30, 2018

Agreement made by and between the Town of Abington, Plymouth County, Massachusetts and David G. Majenski, Chief of Police.

Whereas the parties desire to ensure the continuing efficient operation of the Police Department in the Town of Abington and the harmonious and complete communication between the Board of Selectmen of the Town of Abington and the Chief of Police of the Town of Abington.

Contract Period:

The Town of Abington hereby acknowledges that David G. Majenski has been appointed Chief of Police in accordance with the provisions of Article 3-12 of the Town Charter. Now in consideration for definition of a financial package it is hereby agreed to the following terms and conditions to be incorporated as an agreement considered a Massachusetts contract and shall be governed by and construed under MGL C.41 S.108O, for the period of July 1, 2015-June 30, 2018.

Compensation:

Subject to appropriation the annual base salary of the Chief of Police shall increase as follows:

July 1, 2015 through June 30, 2016	1%
July 1, 2016 through June 30, 2017	2%
July 1, 2017 through June 30, 2018	2%

Annual Review:

The Town Manager shall annually review the performance of the Police Chief in a format agreeable to both parties.

In the event that the Board of Selectmen vote to increase the salary or provide additional benefits to the Chief of Police, such vote shall become part of this agreement and shall supersede the amounts and benefits listed.

Management Rights

The management rights of the Police Chief shall be governed by applicable state statute, the Abington Town Charter, and applicable town by-laws.

Work Week:

The Chief of Police shall work Monday through Friday. He shall be off on Saturday and Sunday and Holidays. He will be available for duty in cases of emergency. A cellular phone will be available for the Chief's use at the Town of Abington's expense. Due to the twenty four (24) hour call status of the Chief, he shall be assigned an unmarked town vehicle. The Chief shall be able to use this vehicle at his own discretion.

Vacation:

The Chief of Police shall receive 25 days of vacation per contract year.

- The Chief shall not lose his vacation if incapacitated because of injury in the line of duty. In such cases, his vacation pay shall be transmitted to him or his estate with his last pay check due in any calendar year.
- Unused vacation days in one contract year may be carried over to a subsequent contract year up to a maximum of 15 days. At no time shall unused vacation days be carried over to a subsequent year in excess of 15 days. Any other vacation days not used or carried over shall be forfeited.
- The town will buy back unused vacation days at time of separation from town service for any cause, including any unused vacation days carried over as provided for in this section.
- The Town will buy back all accrued vacation at time of separation from town service, for any cause. Vacation time will be bought back at the Chief's then current rate of pay.

Sick Leave

The Chief of Police shall be entitled to earn sick leave at the rate of one and one quarter (1-1/4) days for each month worked, for a total of fifteen (15) days per year. Sick leave shall be accumulated from year to year with unlimited accumulation. The Chief of Police shall not be allowed to accumulate sick leave if he is out on a line of duty injury.

Deferred Compensation

For each year of the contract, the town shall contribute an additional \$100.00 per week to the deferred compensation plan of the Chief of Police.

LEAVE OF ABSENCE AND SPECIAL LEAVE:

A Leave of Absence without pay may be granted at the sole discretion of the Town Manager for up to three (3) months.

Injured on Duty: If the Chief sustains an injury in the performance of his official duties, he shall be placed under the provisions of M.G.L. C.41 s.111F

Infectious Disease:

In recognition of the on the job exposure of the Chief of Police to members of the public who may have certain medical conditions, the Town of Abington agrees that any condition or impairment of health caused by the contraction of Hepatitis or AIDS shall be presumed to have been a "line of duty" injury within the meaning of M.G.L Chapter 41 section 111f, unless it can be absolutely shown that non-service connected risk factors or non-service incidents caused the disease.

Holiday Pay:

Holiday pay will be paid to the Chief of Police on the following holidays:

New years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Patriots Day	One Half Day before Thanksgiving
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day

Severance Pay

Upon the retirement or death of the Chief of Police or his estate will receive twenty five percent (25%) pay at the rate of compensation which he was receiving at the time of retirement or death, for all unused accumulated sick leave up to a maximum of one hundred and twenty days (120).

Insurance:

The Town of Abington shall provide the Chief of Police a continuation of its present contributory group insurance plan.

Professional Development:

The Town of Abington recognizes its obligation to the professional development of the Chief of Police. The Town agrees that he shall be given adequate opportunities to develop his skills and abilities as a Law Enforcement Administrator. He will be allowed to attend such conferences and courses with pay without loss of vacation or other leave. The Town will reimburse the Chief for all proper expenses incurred while attending said conferences and courses.

Subject to approval of the Town Manager the Town agrees to pay for professional dues and subscriptions reasonably related to the professional growth, development, education and training of the Chief of Police.

Removal and Suspension:

It is agreed that the Chief of Police can be removed or suspended only for just cause in accordance with applicable requirements of the Abington Town Charter as amended

Legal Counsel:

In the event that any person or persons bring charges against the Chief of Police for an incident(s) or action(s) reasonably related to his official duty or authority as Chief, whether public or private, civil or criminal in nature, not otherwise eligible for defense by the town's insurer, the Town of Abington will provide the Chief use of Town Counsel. This provision will be in effect whether the Chief is on or off duty at the time of the incident(s) or action(s).

Modifications:

No changes or modifications of this agreement shall be valid unless same are in writing and signed by both parties. This contract embodies the whole agreement of the parties. There are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein.

Stability of Agreement:

If any of the provisions of this Agreement shall in any manner conflict with any Federal Law or Statute, or Statutes of the Commonwealth of Massachusetts, such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such an event, the remaining provisions of this Agreement shall remain in full force and effect.

Either party may, at any time, make demands and propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date, thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments, which shall be signed by representative of the parties duly authorized by the Town and the Chief.

General Provisions:

This agreement recognizes that pursuant to the Abington Town Charter the appointment of the Police Chief is for an indefinite term. Therefore, the provision of this agreement shall remain in full force and effect until such time that a new agreement becomes effective.

Agreed to this 26 th

Day of January, 2016

TOWN OF ABINGTON

By:


David R. Majenski, Police Chief


Richard J. LaFond, Town Manager